From: George Van Treeck
To: Microsoft ATR
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Subject: Microsoft Settlement

I would like to comment on section III.J.1 and III.J.2 of the proposed settlement. I worked at company last year that asked for information on a network communication protocol so that we could make our product work their products. Microsoft didnt refuse, they repeatedly failed to respond to the requests in any way. And sections III.J.1 and III.J.2 are so ambiguous in interpretation that there they could use it as an excuse to provide information, effectively squashing small companies who cant afford the legal warfare to compel a disclosure.

An example of how section III.J.1 and 2 could be used a smoke screen by Microsoft to deny access to communication protocols and APIs for security reasons: Virtually all security systems software is designed in such a way that even if you do know how the software works, it is virtually impossible to break it. For example, the software for the PGP encryption algorithm is public knowledge and used by a large number of people, because knowledge of how the encryption works does not help in breaking the code. In fact, public knowledge helps people identify potential problems early before the there is wide adoption. Microsoft can claim a large portion of their product falls under section III.J.1 and 2, when in fact, knowing the details does not lessen security in any measurable way. Small companies would not have the resources to contest this.

As a software engineer, I found most of Microsofts arguments about the need to inextricably bind their browser to the operating system very odd.

Fact #1: Microsofts Internet Explorer browser runs on Apples operating system and a UNIX version also existed. Further, their first versions of Microsoft IE ran without tight integration into its own operating system. So, the claim about it needing to be inextricably bound to the operating system to "provide a better experience" is without any merit.

Fact #2: Every competent software engineer will tell you that reliable and maintainable software is designed in pieces with very clearly defined interfaces that encapsulate and hide internal details of each piece. This makes it possible to keep defects in one piece from breaking things inside other pieces. Further, this encapsulation with well-defined interfaces makes it easy

to pull out one piece and replace it with a better piece in the future, without breaking all the other pieces (makes future enhancements easier). This is analogous to replacing the incandescent light bulb in your lamp with a more energy efficient light bulb both bulbs use the same screw-in interface to your lamp).

Are we really to believe that all those top talent engineers at Microsoft are NOT using basic design principals of encapsulation and well-defined APIs, that would allow them to easily pull out a current version of their Internet Explorer and with a future enhanced version (and therefore also allow a third party browser to also use that same well defined interface to plug their browser in)?

Microsoft cant have it both ways: They're a competent software company who can speak with authority in court (design code that encapsulates internals with well-defined APIs) or the browser is so inextricably tied that another browser can not easily replace it (and thus can't believe what they say because they're incompetent).

I know Microsoft has some of the sharpest software engineers around. I know they write some pretty good software. So, this means their executive's excuses for Microsoft's behavior are not credible.

So, what does this indicate about Microsoft executives attitude and how they are likely to interpret an ambiguous settlement agreement? Will appointing a review committee that is not highly technical in specialized areas of software (e.g., specialied security) interpret this agreement in the public interest?
